

**DURABLE POWER OF ATTORNEY WITH HEALTH CARE PROVISIONS**

**EXECUTED BY**

**ANSON JAN LONG**

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**Appointment of Attorney-in-Fact**

a. I, ANSON JAN LONG, a resident of Memphis, Shelby County, Tennessee, do hereby make and appoint my wife, LAVERNE SMITH LONG, as my true and lawful attorney-in-fact (hereinafter referred to as "my Agent"), and if for any reason she is unable to serve, then my son, ANSON WADE LONG, as my true and lawful Agent, to act for me and in my name, place and stead, in any way that I myself could do if I were personally present, with respect to the management, conduct and control of my business, financial and personal affairs of every kind and nature whatsoever.

b. This power of attorney shall not be affected by my subsequent disability or incapacity. The powers granted herein shall continue and remain in full force and effect notwithstanding the same.

c. I hereby revoke all powers of attorney which I may have heretofore granted, except limited powers (i) authorizing any lawyer or certified public accountant to act on my behalf in any matter relating to federal taxes; and (ii) granting access to any bank account or safe deposit box, or otherwise affecting any service or facility furnished by a bank; provided that in either case the power is signed by me on a form authorized or supplied by the Internal Revenue Service or the bank involved, as the case may be.

**Management of Assets and Affairs**

In managing and conducting my business, financial and personal affairs, my Agent shall have, among others, the following specific powers:

a. **Cash Accounts.** To ask for, demand, collect and receive any money or similar assets to which I may be entitled and upon payment thereof to receipt therefor; to deposit cash and checks in any of my accounts; to endorse for deposit, transfer or collection, in my name and for my account, any checks payable to my order; to draw and sign checks for me and in my name on any accounts or to direct payments therefrom; to make withdrawals from any of my accounts; and to open or close accounts in my name

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at financial institutions of all kinds, including banks and securities brokers.

b. Safe deposit boxes. To have access to any and all safe deposit boxes standing in my name with full right to add to or remove all or any part of the contents thereof; and to enter into or renew leases for such boxes or to surrender same.

c. Securities and Investments. To take custody and control of my stocks, bonds, securities (including those issued by the U.S. Government and its agencies) and other investments of all kinds; to sell, surrender or exchange any such securities and investments and to receive and apply the proceeds therefrom; to sign and deliver assignments, stock and bond powers and other documents required for any such sale, assignment, surrender or exchange; to subscribe for and purchase such securities and investments; to give instructions as to the delivery, custody or registration thereof and the mailing or application of dividends and interest therefrom; to represent me at shareholders' meetings and vote proxies on my behalf; and generally to handle and manage my investments.

d. Tangible Personal Property. To buy or sell at public or private sale for cash or credit or by any other means whatsoever, or to acquire, dispose of, repair, alter, store or manage my tangible personal property or any interest therein.

e. Real Property. To purchase or otherwise acquire any interest in real property; to sell, exchange, lease, mortgage, maintain, alter, improve, build, develop or in any way deal with real property in which I have an interest; and to sign, acknowledge or deliver each instrument necessary or advisable to enter into or complete any real property transaction by quitclaim or with general or specific warranties of title, and with or without covenants; all upon such terms and for such consideration as my Agent deems advisable.

f. Borrow Money. To borrow money for any of the purposes described herein; to secure such borrowings in such manner as my Agent deems appropriate; and to sign, acknowledge and deliver each instrument necessary or advisable to effectuate same.

g. Insurance. To acquire, maintain, cancel or in any manner deal with any policy of life, accident, disability, hospitalization, medical or casualty insurance, and to prosecute each claim for benefits due under any policy.

h. Benefit Plans. To apply for and receive any government, insurance and retirement benefits to which I may be entitled, including the right to act as my representative payee with the Social Security Administration, and to exercise any right to elect benefits or payment options; to terminate, to change beneficiaries or ownership, to assign rights, to borrow or receive cash value in return for the surrender of any or all rights I may have in life insurance or annuity policies; to create, contribute to, borrow from, and otherwise deal with an employee benefit plan or individual retirement account for my benefit, including selecting or changing any payment option thereunder; to consent or waive consent in connection with beneficiary designations and joint and survivor annuities under any employee benefit plan; to apply for and receive payments and benefits from such plans; and to make rollovers of benefits into other plans or an individual retirement account for my benefit.

i. Taxes. To prepare, sign and file on my behalf all federal and state income, gift, FICA, payroll and other tax returns of all kinds, claims for refunds, requests for extensions of time, and any and all other tax-related documents, including any power of attorney form required by the Internal Revenue Service or other taxing authority with respect to any tax period;

to pay taxes due, receive and collect refunds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or other taxing authority; to exercise any elections I may have under federal or state tax law, including the right to qualify a corporation in which I own an interest as a small business corporation under Subchapter S of the Internal Revenue Code; and generally to represent me in any and all tax matters and proceedings before the Internal Revenue Service and any other taxing authority.

**j. Operation of Business.** To manage any business belonging to me, or in which I have a substantial interest, for such time and in such manner as my Agent may deem advisable, including representing me at shareholders' meetings and voting proxies; to sell, liquidate, reorganize, incorporate or otherwise restructure any business or interest therein, at such time and on such terms as my Agent deems advisable; and to enter into partnership agreements, shareholders' agreements or similar agreements or modifications thereof on such terms as my Agent deems advisable.

**k. Employment of Others.** To employ lawyers, investment counsel, accountants and other persons to render services for or to me or my estate and to pay reasonable compensation to such persons for their services.

**l. Claims.** To institute, prosecute, defend, compromise, settle or otherwise dispose of any claim relating to me or to any property of mine either alone or in conjunction with other persons; to appear for me in any proceedings at law or in equity or otherwise before any tribunal for the enforcement or for the defense of any such claim; to obtain, discharge and substitute counsel and authorize appearance of such counsel to be entered for me in any such action or proceeding; to compromise or arbitrate any claim in which I may be in any manner interested and for that purpose to enter into agreements to compromise or to arbitrate, either through counsel or otherwise; and to carry out such compromise or arbitration and perform or enforce any award entered in arbitration.

**m. Provide for Support.** To provide for my health, support, maintenance and comfort, and for the health, support and maintenance of my spouse, as my Agent deems appropriate, and to pay all expenses incurred therefor.

### **Health Care Provisions**

If I become incapable of giving informed consent to health care decisions, my Agent shall have the following specific powers:

**a. Gain Access to Medical and Other Personal Information.** To request, review and receive any information, verbal or written, regarding my personal affairs or my physical or mental health, including medical and hospital records, and to execute any releases or other documents that may be required in order to obtain this information.

**b. Employ and Discharge Others.** To employ and discharge health care providers and other persons as my Agent deems appropriate for my physical, mental and emotional well-being; and to pay them reasonable compensation.

**c. Authorize, Consent or Refuse Consent to Medical Care.** To authorize or to give or withhold consent to my medical or psychiatric care, surgery or any other medical procedures or

tests; to arrange for my hospitalization, convalescent care or home care; and to revoke, withdraw, modify or change consent to my medical or psychiatric care, surgery or any other medical procedures or tests, hospitalization, convalescent care or home care which I or my Agent may have previously allowed or impliedly consented to due to emergency conditions. I authorize my Agent, when dealing with hospitals and physicians, to execute all pertinent documents, including any waivers of or release from liability required by any hospital or physician to implement any decision regarding medical treatment, the failure to institute treatment or the termination of treatment.

d. Deal with Living Will. If I have executed and there is in effect a valid Living Will in accordance with the Tennessee Right to Natural Death Act, Tenn. Code Ann. §§ 32-11-101 et seq., I direct my Agent to act hereunder in a manner consistent with the provisions of such Living Will.

e. Authorize Autopsy. To authorize an autopsy.

*aff* ~~f. Donate Body Parts. To donate my body parts or parts thereof for transplant or therapeutic, educational or scientific purposes.~~

g. Dispose of Remains. To direct the disposition of my remains, including making arrangements for my funeral and burial and purchase of my burial plot and marker.

#### General Provisions

a. Scope of Powers. I intend that my Agent shall have all the power that is necessary to manage fully all of my affairs as I myself could do if personally present. The enumeration of the above specific powers is for the purpose of clarification and does not limit or diminish the general powers granted herein.

b. Revocation or Amendment of Power; Notice. The powers granted regarding the management of any assets and affairs herein shall remain valid, unchanged and in full force and effect until revoked or amended by instrument executed by me and filed of record in the Register's Office of Shelby County, Tennessee. Such filing shall constitute notice to all parties. The powers granted herein regarding health care decisions shall remain valid, unchanged and in full force and effect until revoked or amended by written or oral notification given by me to my Agent or to my health care provider. Notification to my health care provider shall be made part of my medical records and my health care provider shall make a reasonable effort to notify my Agent of the revocation or amendment.

c. **Third Party Reliance.** For the purpose of inducing any bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency, health care provider or other party (hereinafter referred to in this paragraph as a "person") to act in accordance with the powers granted herein, I hereby represent, warrant and agree that:

1. **Reliance on Authority and Representations of Agent.** No person who relies without notice to the contrary and in good faith upon the authority of my Agent under this document shall incur any liability to me, my heirs, personal representatives or assigns under any claim that my Agent lacked such authority. In addition, no person who relies without notice to the contrary and in good faith upon any oral or written representation that my Agent may make as to (a) the fact that this document and my Agent's powers are then in effect, (b) the scope of my Agent's authority granted under this document, (c) my competency at the time this document is executed, (d) the fact that this document has not been revoked, or (e) the fact that I am alive and that my Agent continues to serve as such, shall incur any liability to me, my heirs, personal representatives or assigns under any claim to the contrary.

2. **No Liability for Unknown Revocation or Amendment.** If this document is revoked or amended for any reason, I, my heirs, personal representatives and assigns will hold any person harmless from any loss suffered or liability incurred as a result of such person acting in good faith upon the instructions of my Agent prior to the receipt by such person of notice of such revocation or amendment.

3. **Agent May Act Alone.** The powers conferred upon my Agent by this document may be exercised by my Agent alone, and my Agent's signature or act under the authority granted in this document may be accepted by persons as fully authorized by me and with the same force and effect as if I were personally present, competent, and acting on my own behalf. Consequently, all acts lawfully done by my Agent hereunder are done with my consent and shall have the same validity and effect as if I were personally present and personally exercised the powers myself, and shall inure to the benefit of and bind me, my heirs, personal representatives and assigns.

4. **Resort to Courts.** My Agent shall have the right to seek appropriate court orders mandating acts which my Agent deems appropriate if a third party refuses to comply with actions taken by my Agent which are authorized by this document, or to enjoin acts by third parties which my Agent has not authorized. In addition, my Agent may bring legal action against any third party who fails to comply with actions I have authorized my Agent to take and demand damages, including punitive damages, on my behalf for such noncompliance. Notwithstanding the foregoing, a health care provider shall be subject to criminal prosecution, civil liability and professional disciplinary action only to the extent provided for by law.

d. **Execute Documents, Enter Into Contracts, and Pay Compensation and Costs.** My Agent is authorized to sign, execute, deliver, acknowledge and make declarations in any contracts or other documents as may be necessary, desirable, convenient or proper in order to exercise any of the powers granted hereunder;

and to pay reasonable compensation and costs in the exercise of any such powers.

e. **Tennessee Law Governs.** Questions pertaining to the validity, construction and powers created under this instrument shall be determined in accordance with the laws of Tennessee.

IN WITNESS WHEREOF, I have hereunder set my hand this 26 day of April, 1995.

Anson Jan Long  
ANSON JAN LONG

**STATE OF TENNESSEE**

**COUNTY OF SHELBY**

We declare under penalty of perjury under the laws of Tennessee that the person who signed this document is personally known to us to be the principal; that the principal signed this durable power of attorney in our presence; that the principal appears to be of sound mind and under no duress, fraud or undue influence; that we are not the person appointed as Agent by this document; that we are not health care providers, employees of a health care provider, operators of a health care institution nor employees of an operator of a health care institution; that we are not related to the principal by blood, marriage or adoption; that to the best of our knowledge we do not, at the present time, have a claim against any portion of the estate of the principal upon principal's death; and that to the best of our knowledge we are not entitled to any part of the estate of the principal upon the death of the principal under a will or codicil thereto now existing or by operation of law.

W. Thomas Hutton  
W. Price Morrison, Jr.

Subscribed, sworn to and acknowledged before me by ANSON JAN LONG, the principal, and subscribed and sworn to before me by W. Thomas Hutton and W. Price Morrison, Jr., witnesses, this the 26th day of April, 1995.

Ruth Dale Long  
NOTARY PUBLIC

My Commission Expires:

my Commission Expires Sept. 25, 1995

**THE FOLLOWING WARNING STATEMENT is attached to the foregoing document pursuant to the provisions of Tenn. Code Ann. § 34-6-205:**

**WARNING TO PERSON EXECUTING THIS DOCUMENT**

This is an important legal document. Before executing this document you should know these important facts.

This document gives the person you designate as your Agent (the attorney-in-fact) the power to make health care decisions for you. Your Agent must act consistently with your desires as stated in this document.

Except as you otherwise specify in this document, this document gives your Agent the power to consent to your doctor not giving treatment or stopping treatment necessary to keep you alive.

Notwithstanding this document, you have the right to make medical and other health care decisions for yourself so long as you can give informed consent with respect to the particular decision. In addition, no treatment may be given to you over your objection, and health care necessary to keep you alive may not be stopped or withheld if you object at the time.

This document gives your Agent authority to consent, to refuse to consent or to withdraw consent to any care, treatment, service or procedure to maintain, diagnose or treat a physical or mental condition. This power is subject to any limitations that you include in this document. You may state in this document any types of treatment that you do not desire. In addition, a court can take away the power of your Agent to make health care decisions for you if your Agent (1) authorizes anything that is illegal or (2) acts contrary to your desires as stated in this document.

You have the right to revoke the authority of your Agent by notifying your Agent or your treating physician, hospital or other health care provider orally or in writing of the revocation.

Your Agent has the right to examine your medical records and to consent to their disclosure unless you limit this right in this document.

Unless you otherwise specify in this document, this document gives your Agent the power after you die to (1) authorize an autopsy, (2) donate your body or parts thereof for transplant or therapeutic or educational or scientific purposes and (3) direct the disposition of your remains.

If there is anything in this document that you do not understand, you should ask a lawyer to explain it to you.

**READ AND ACKNOWLEDGED:**

Anson Jan Long  
**ANSON JAN LONG**  
 DATE: April 26, 1995.

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